

PHASE I ENHANCED 911 SERVICE AGREEMENT
BETWEEN _____ COUNTY
AND INLAND CELLULAR TELEPHONE COMPANY

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This Phase I Enhanced 911 ("E911") Service Agreement is made and entered into by and between _____ County, a governmental entity organized under the laws of the State of Washington (hereinafter "County") on behalf of itself and the PSAP located within _____ County and Inland Cellular Telephone Company ("Inland Cellular") on behalf of the Washington RSA8 Limited Partnership [or the Eastern Sub-RSA Limited Partnership] (hereinafter "Provider"), Inland Cellular is a corporation organized under the laws of the State of Washington, (collectively the "Parties"), for the installation and provision of Phase I E911 Service in compliance with the Federal Communications Commission ("FCC") Report and Order and Further Notice of Proposed Rulemaking in CC Docket No. 94-102, released July 26, 1996, and any subsequent applicable FCC orders in that docket ("FCC Order") unless the Parties mutually agree in writing otherwise.

WHEREAS, Provider provides for the exclusive use of the telephone number "9-1-1" for E911 Service; and

WHEREAS, Provider offers wireless telephone service within the geographic boundaries of County and 9-1-1 Calls from wireless end users which utilize the Provider's system will be routed to the PSAP within the County E911 system; and

WHEREAS, County is responsible for, and has the legal authority to bind, the PSAP within the County, and as such may, on behalf of the PSAP, make a valid request for Phase I E911 Service in accordance with 47 C.F.R. § 20.18(j) of the FCC's Rules and Regulations; and

WHEREAS, County made a valid request, in writing, prior to the execution of this Agreement for Phase I E911 Service from Provider for the PSAP in the County, in accordance with the terms and conditions set forth herein to the extent they do not conflict with 47 C.F.R. § 20.18(j); and

WHEREAS, the State Enhanced 911 Coordination Office has the responsibility of coordinating and facilitating the implementation and operation of enhanced 911 emergency communications systems throughout the State (WASH. REV. CODE. §38.52.520); and

WHEREAS, the Parties wish to implement Phase I E911 Service, have worked in good faith to conclude this Agreement, and thus are entering into this Agreement; and

WHEREAS, the Parties envision that Provider will work directly with the PSAP to coordinate implementation efforts; and

WHEREAS, the Parties agree that a prerequisite to the timely provision of Phase I E911 Service is the Provider's Plan for implementation of Phase I E911 Service as described in Section 1.23; and

WHEREAS, the Parties agree that as detailed in the document entitled Phase I E9-1-1 Targeted Completion Dates, attached as Exhibit A, the Provider, the County (through the PSAP) and the relevant Local Exchange Carrier ("LEC") shall each have their respective targeted completion dates (also known as "milestones") for tasks they must complete in order for Activation to occur. If the PSAP or LEC should not meet one of their milestones, subsequent milestones, including the Activation Date, may not be met; and

WHEREAS, the Parties agree to utilize reasonable efforts to implement Phase I E911 Service recognizing that the implementation relies upon not only the Parties' efforts but those of vendors, other carriers, and other third parties over which the Parties have no control; and

WHEREAS, the Parties agree, per 47 C.F.R. § 20.18(j)(5), that while the Provider will operate in good faith and use reasonable efforts to provide Phase I E911 Service by the Activation Date set forth in the Phase I E9-1-1 Targeted Completion Dates, that the Activation Date is subject to delay based upon the reasons set forth in Section 11; and

NOW THEREFORE, the Parties hereto agree as follows:

1.0 DEFINITIONS.

- 1.1 9-1-1 Call. A call made by a Provider Wireless End User by dialing "9-1-1" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 1.2 Activation. The act of "turning on" or activating Phase I E911 Service within the County for live use by Wireless End Users. This is the date that Provider is scheduled to first provide Phase I E911 traffic to the PSAP.
- 1.3 Activation Date. The date on which Activation takes place.
- 1.4 Address. For Phase I E911 Service, address is the identification of the Cell Site/Cell Sector which received the 9-1-1 Call, which may include the identification of a Cell Site address, Cell Sector orientation, and/or a text description of the area.
- 1.5 Automatic Location Identification/Data Management System ("ALI/DMS"). A system of manual procedures and computer programs used to create, store, and update the data required for Automatic Location Identification in support of E911 Service.
- 1.6 Automatic Location Identification ("ALI") Database. A computer database used to update the Mobile Directory Number information of Wireless End Users and the Cell Site/Cell Sector Information.
- 1.7 Business day. The term business day means any day other than a holiday. For the purposes of this Agreement, the term holiday means all Saturdays, Sundays, Federal legal holidays, and the day after Thanksgiving. If a Federal legal holiday falls on a Saturday or Sunday, the holiday is taken, respectively on the preceding Friday or the following Monday.
- 1.8 Cell Sector. An area, geographically defined according to Provider's own radio frequency coverage data, and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 1.9 Cell Site. A Provider's radio frequency base station that receives calls from Wireless End Users.
- 1.10 Cell Sector Identifier. The unique alpha-numeric designation given to a particular Cell Sector that identifies that Cell Sector.
- 1.11 Commercial Mobile Radio Service ("CMRS"). As defined in 47 C.F.R. §20.3.
- 1.12 Company Identifier. A National Emergency Number Association ("NENA") approved 3-5 character identity chosen by the Provider that distinguishes the entity providing the dial tone to the subscriber.
- 1.13 Emergency Service Routing Key ("ESRK"). A routing number translated from the Cell Site or Cell Sector Identifier that routes the 9-1-1 Call to the appropriate PSAP. The number is also used as the unique call key for the corresponding host ALI record and represents the destination to which the call will be routed. This number cannot be dialed.
- 1.14 Enhanced 911 ("E911") Service. A communication service whereby one or more Public Safety Answering Point ("PSAP") locations, designated by County, may receive telephone calls dialed to the telephone number 9-1-1. E911 Service includes network facilities necessary for the answering, transferring, and forced disconnect of emergency 9-1-1 Calls originated by persons within the geographic area of County.
- 1.15 E911 Advisory Committee. The Committee established in WASH. REV. CODE § 38.52.530.

- 1.16 E911 Service Provider. The local exchange carrier providing the E911 Tandem/Selective Routing services for County's wireline E911 Service.
- 1.17 E911 Tandem/Selective Router. A central office which provides tandem switching of 9-1-1 Calls. It controls switching of automatic number identification information to the PSAP and also provides the selective routing feature and certain maintenance functions for the PSAP.
- 1.18 Mobile Directory Number ("MDN"). A 10-digit dialable directory number used to call a Wireless Handset, i.e. the call back number.
- 1.19 Mobile Switching Center ("MSC"). A wireless carrier facility that houses the switching and trunking equipment serving wireless telephones in a defined area.
- 1.20 P.01 Grade of Service. Wireline trunk facility calculated to provide that during the average busy hour, no more than 1% of calls into the E911 System will encounter a busy condition.
- 1.21 Phase I Automatic Location Identification ("ALI"). The Mobile Directory Number information of Wireless End Users and the Cell Site/Cell Sector information.
- 1.22 Phase I E911 Service. A service that will provide a wireless caller's ANI (i.e., MDN) and the location of the cell site receiving the wireless 9-1-1 call to a PSAP. See 47 C.F.R. §22.18(d).
- 1.23 Phase I Implementation Plan ("Plan"). The Provider, in consultation with the PSAP, will develop a series of high level tasks and milestones which the Provider, the LEC and the PSAP must accomplish in order for Provider to provide Phase I E911 Service within the County. Each task will be assigned a Targeted Completion Date. In developing its plan for implementation, Provider will provide the PSAP with the following items: the Activation Date; a network diagram, including the Provider's relevant MSCs; specification of the technology used for interface to the E911 Tandem/Selective Router and the ALI/DMS; a 9-1-1 Call flow description; procedures for updating Cell Site and Cell Sector Information; default and diverse routing plans as applicable; and a copy of the Phase I E911 Service testing procedures. Provider may supply additional information as well. This list of tasks, milestones and the information provided by the Provider to the PSAP will be referred to collectively as the Plan. Rather than wait until all components of the Plan have been crystallized, Provider will make each component available to the PSAP as soon as the component has been developed.
- 1.24 Public Safety Answering Point ("PSAP"). An answering location designated by local governments for 9-1-1 Calls originating in a given area.
- 1.25 Targeted Completion Dates ("milestones"). The deadlines set forth in the Phase I E9-1-1 targeted Completion Dates for the Provider, the PSAP and the Local Exchange Carrier to complete a task necessary for Provider to provide Phase I E911 Service.
- 1.26 Vendors. Third party developers of hardware and software, other vendors, and other suppliers and manufacturers of supplies and services that are utilized by the Provider, the PSAP, or the County in the provision of Phase I E911 Service.
- 1.27 Wireless End User. Any person or entity placing a 9-1-1 Call on Provider's CMRS system.
- 1.28 Wireless Handset. The wireless equipment used by a Wireless End User to originate or receive wireless telephone calls. The Parties acknowledge that the handset used to make the 9-1-1 Call may not have an associated MDN which can be used to place a return call to the handset.

2.0 PROVIDER RESPONSIBILITIES.

- 2.1 In accordance with this Agreement, Provider shall provide Phase I E911 Service for 9-1-1 Calls initiated on its CMRS system. County acknowledges that Provider has fulfilled its E911 obligation by routing the call to the appropriate PSAP with the appropriate Phase I information as described in 47 C.F.R. Section 20.18(d).
- 2.2 Provider agrees to cooperate and work in good faith with County and any necessary third parties (including, but not limited to: E911 Service Provider(s), ALI/DMS system provider, the PSAP, and Vendors), to provide Phase I E911 Service to County.
- 2.3 The Phase I E9-1-1 Targeted Completion Dates establishes the milestones for key tasks which the Provider must accomplish. The Provider will act in good faith and use reasonable efforts to meet its milestones and will work collaboratively with the County, through the PSAP, and the LEC.
- 2.4 When a network problem is identified in which Phase I E911 Service is affected, Provider agrees to work with the County and the E911 Service Provider(s), the ALI/DMS system provider, other facility and network providers, and others as necessary, to promptly determine the source of the problem and take all reasonable steps to make the necessary corrections.
- 2.5 Provider shall work with County to develop a plan for adequate capacity to provide Phase I E911 Service to Provider's Wireless End Users at a mutually agreed upon grade of service while using best efforts to prevent the PSAP from being overloaded with wireless 9-1-1 Calls from a single incident. Provider and County will work cooperatively to develop mutually agreed upon congestion control goals.
- 2.6 Provider shall monitor levels of service from MSC to E911 Tandem/Selective Router and notify County when monitoring results indicate the need for changes in number of trunks.
- 2.7 Provider shall provide the same type of monitoring of its facilities as would be provided by the PSTN. For example, Provider will monitor to discover errors, defects, and malfunctions in the 911 transport provided by Provider.
- 2.8 When Phase I E911 Service interruptions are identified, Provider agrees to work to restore service on a priority basis.
- 2.9 9-1-1 shall be a free call for Wireless End Users.
- 2.10 Provider shall provide County with a list of contact name(s), responsibilities, and telephone numbers, of personnel who are responsible for performing the duties described herein. The contact information shall include a twenty-four (24) hour per day, seven (7) day per week contact telephone number for reporting network problems and for PSAP contact in emergency situations. Provider shall notify County of changes in contact information.

PROVIDER'S CONTACT INFORMATION

NAME: Ray Wagner
TITLE: Consultant
RESPONSIBILITIES: Liaison with County Re: Operational E911 Issues
ADDRESS: 10823 Glen Acres Drive South, Seattle, WA 98168
TELEPHONE NO.: 206-835-2826
FAX NO.: 206-835-2829

NAME: Gregory A. Maras
TITLE: Corporate Secretary, Inland Cellular Telephone Company
RESPONSIBILITIES: Operations Manager, Officer in Charge of E911 Issues
ADDRESS: 103 South Second Street, PO Box 688, Roslyn, WA 98941

TELEPHONE NO.: 509-649-2500
FAX NO.: 509-649-3300

TWENTY-FOUR HOUR CONTACT TELEPHONE NO.: 509-649-2500

- 2.11 Provider shall register with NENA to obtain a Company Identifier which shall be included in Provider's ALI database for display at the PSAP.
- 2.12 Year 2000 Compliance. An information system is "Year 2000 Compliant" when the system is able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations. Provider represents that any upgrades, modifications, and customizations to its software and equipment used by Provider to provide the service hereunder shall be Year 2000 Compliant.
- 3.0 COUNTY RESPONSIBILITIES.
- 3.1 County agrees to cooperate and work in good faith with Provider and, where necessary as determined by Provider, with third parties (including, but not limited to: Vendors, ALI/DMS system provider, the PSAP, and Wireless Service Providers) for the successful implementation and provision of Phase I E911 Service.
- 3.2 County has determined that the PSAP is capable of receiving and utilizing the data elements associated with Phase I E911 Service, and that a mechanism for covering the PSAP costs of receiving and utilizing the Phase I E911 data elements is in place.
- 3.3 County represents and warrants that the PSAP shall exercise best efforts to answer wireless 9-1-1 Calls transported by 911 circuits connected to Provider's MSCs.
- 3.4 The PSAP within the County E911 System shall answer 9-1-1 Calls on a twenty-four (24) hour per day, seven (7) day per week basis.
- 3.5 County shall use its best efforts to ensure that there are a sufficient number of 911 circuits between the E911 Tandem/Selective Router and the PSAP and provide customer premises equipment at the PSAP with a capacity adequate to handle the number of incoming 911 circuits necessary to provide a P.01 Grade of Service.
- 3.6 County shall work with Provider to develop a plan for adequate capacity to provide Phase I E911 Service to Provider's Wireless End Users at a mutually agreed upon grade of service while using best efforts to prevent the PSAP from being overloaded with wireless 9-1-1 Calls from a single incident. County and Provider will work cooperatively to develop mutually agreed upon congestion control goals.
- 3.7 On each 9-1-1 Call, the PSAP shall attempt, where feasible, to determine the location of the incident with the caller to allow for the dispatching of emergency services.
- 3.8 If a County PSAP receives a wireless 9-1-1 Call and determines that the location of the caller is outside its serving area, the PSAP shall attempt to relay or transfer the 9-1-1 Call to the appropriate PSAP.
- 3.9 The Phase I E9-1-1 Targeted Completion Dates establishes the milestones for key tasks which the County, through the PSAP, must accomplish. The County, through the PSAP, will act in good faith and use reasonable efforts to meet its milestones and will work collaboratively with the Provider. The County will ensure that the PSAP uses all reasonable efforts to meet its milestones.
- 3.10 County agrees to use the Phase I E911 ALI only for the purposes of responding to emergency situations. If the County believes that another use is specifically authorized or required by law, the County shall so notify Provider in writing and allow Provider twenty (20) days from date of receipt of the notice to take whatever action it deems necessary to protect its interests.

- 3.11 County shall provide Provider with a list of contact name(s), responsibilities, and telephone numbers, of personnel who are responsible for performing the duties described herein. The contact information shall include a twenty-four (24) hour per day, seven (7) day per week contact telephone number for reporting network problems and for Provider contact in emergency situations. County shall notify Provider of changes in contact information.

COUNTY'S CONTACT INFORMATION:

NAME: _____
TITLE: _____
RESPONSIBILITIES: _____
ADDRESS: _____
TELEPHONE NO.: _____
FAX NO: _____
TWENTY-FOUR HOUR CONTACT TELEPHONE NO: _____

4.0 CONFIDENTIALITY.

- 4.1 This Agreement is subject to public disclosure laws. This Agreement is considered a public document and will be available for inspection and copying by the public to the extent permitted by the public disclosure laws. See generally RCW 42.17.30(q), RCW 42.17.330, RCW 80.04.095. If Provider considers any portion of the items delivered to the County to be protected under the law, Provider shall clearly identify each such portion with words such as "CONFIDENTIAL", "PROPRIETARY", OR "BUSINESS SECRET". By doing so, this information shall be considered Confidential Information as defined in Section 4.3. Requirements for oral information to be considered to be Confidential Information are found in Section 4.3. If a request is made for disclosure of portion(s) marked as such by Provider, the County will determine whether the material should be made available under the law. If the County Prosecutor's Office believes that the material is not exempt from public disclosure law, or that the material is required to be disclosed pursuant to the lawful order of a government agency prior to release of such materials to the public, the County Prosecutor's Office shall notify Provider, in writing, of the request and allow Provider twenty (20) days from receipt of the notice to take whatever action it deems necessary to protect its interests. If Provider seeks redress from the appropriate Superior Court as envisioned by RCW 42.17.330, County will not release material containing information that Provider deems not subject to disclosure unless the Superior Court issues a decision requiring disclosure. If Provider fails or neglects to take such action within said period, the County will release the portions of the information deemed subject to disclosure. Provider assents to the procedure outlined in this Section and shall have no claim against the County on account of actions taken under such procedure unless a final decision is rendered by a court of competent jurisdiction in which the Court finds that the County failed to act in "good faith" as required by RCW 42.17.258. Provider's failure to specifically identify items as "CONFIDENTIAL", "PROPRIETARY", OR "BUSINESS SECRET" will not diminish Provider's proprietary rights in its trade secrets and other confidential information provided. If Provider fails to specifically label protected items, the County will not be required to provide notice to Provider as envisioned in Section 4.1 and will not be liable to Provider for inadvertently releasing such items pursuant to a disclosure request.
- 4.2 This Agreement is made in order for each party to obtain from the other certain technical and business information related to the implementation and provision of wireless Enhanced 911 service under terms that will protect the confidential and proprietary nature of such information for the purpose of having each party exchange such information under such terms that will protect the confidential and proprietary nature of such information.
- 4.3 As used herein, "Confidential Information" shall mean any and all technical or business information, including third party information, furnished, in whatever tangible form or medium, or orally disclosed by one party to the other including, but not limited to, product/service specifications, prototypes, computer

programs, models, drawings, marketing plans, financial data, and personnel statistics, so long as such information is clearly marked as confidential or proprietary. In addition, the Parties agree that Confidential Information shall include information provided by Provider to the County marked as "CONFIDENTIAL", "PROPRIETARY", OR "BUSINESS SECRET". If Provider believes that any information provided orally is "Confidential Information," Provider will notify County in writing within five (5) business days of the statement being made what information it considers "CONFIDENTIAL", "PROPRIETARY", OR "BUSINESS SECRET". If County receives a request for such orally provided "Confidential Information" from the public, the Parties agree to be bound by the procedures as outlined in Section 4.1. The County shall ensure that the PSAP is aware of this section of the Agreement as well as all other sections of the Agreement concerning Confidentiality and agrees in writing to comply, subject to public disclosure laws. The Parties further agree that all network performance data and end user data and information shall be considered Confidential Information.

- 4.4 Each party agrees to treat such Confidential Information as confidential for a period of three (3) years after termination of the Agreement otherwise agreed to in writing by both Parties, and that during such period each party will use same solely for the purposes of this Agreement unless otherwise allowed herein or by written permission of the disclosing party. In handling the Confidential Information each party agrees: (a) not to copy such Confidential Information of the other unless specifically authorized; (b) not to make disclosure of any such Confidential Information to anyone except employees and subcontractors of such party to whom disclosure is necessary for the purposes set forth above; (c) to appropriately notify such employees and subcontractors that the disclosure is made in confidence and shall be kept in confidence in accordance with this Agreement; and (d) to make requests for Confidential Information of the other only if necessary to accomplish the purposes set forth in this Agreement. The obligations set forth herein shall be satisfied by each party through the exercise of at least the same degree of care used to restrict disclosure and use of its own information of like importance. Notwithstanding the foregoing, disclosure may be made under the circumstances set forth in Section 4.1 of this Agreement.
- 4.5 Each party agrees that in the event permission is granted by the other to copy Confidential Information, or that copying is otherwise permitted hereunder, each such copy shall contain and state the same confidential or proprietary notices or legends, if any, which appear on the original. Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.
- 4.6 Upon termination of this Agreement for any reason or upon request of the disclosing party, all Confidential Information, together with any copies of same as may be authorized herein, shall, the extent authorized by law, be returned to the disclosing party or certified destroyed by the receiving party.
- 4.7 The obligations imposed by this Agreement shall not apply to any information that: (a) is already in the possession of, is known to, or is independently developed from other public sources by the receiving party; (b) is or becomes publicly available through no fault of the receiving party; (c) is obtained by the receiving party from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed; (d) is disclosed without restriction by the disclosing party; (e) is consolidated so that confidential data cannot be attributed to a specific Provider; or (f) is determined by the County Prosecutor's Office to be required to be disclosed pursuant to the lawful order of a government agency or that disclosure is required by operation of the law and, in either event, that Section 4.1 has been complied with.
- 4.8 Except for the obligations of use and confidentiality imposed herein, no obligation of any kind is assumed or implied against either party by virtue of the party's meetings or conversations with respect to the subject matter stated above or with respect to whatever Confidential Information is exchanged. Each party further acknowledges that this Agreement and any meetings and communications of the Parties relating to the same subject matter, including the exchange of Confidential Information, shall not: (a) constitute an offer, request, or contract with the other to engage in any research, development or other work; (b) constitute an offer, request or contract involving a buyer-seller relationship, venture, teaming or partnership relationship between the Parties; or (c) impair or restrict either party's right to make, procure or market any products or services, now or in the future, which may be similar to or competitive with those offered by the disclosing

party, or which are subject matter of this Agreement, so long as that party's obligations of confidentiality under this Agreement are not breached. The Parties expressly agree that any money, expenses or losses expended or incurred by each party in preparation for, or as a result of this Agreement or the Parties' meetings and communications, is at each party's sole cost and expense.

- 4.9 The Parties agree that neither party shall use any trade name, service mark, or trademark of the other or refer to the other party in any promotional activity or material without first obtaining the prior written consent of the other party.
- 4.10 The receiving party shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any Confidential Information, technical data, or products received from the disclosing party, or any direct product of such Confidential Information or technical data, to any person or company who is a legal resident of or is controlled by a legal resident of any proscribed country listed in 15 C.F.R. §738, U.S. Export Administration Regulations (as the same may be amended from time to time), unless properly authorized by the U.S. Government. This requirement is not limited by the time period stated in this Agreement.
- 5.0 LEGAL NOTICES.
- 5.1 Any legal notice to be given hereunder by either party to the other, shall be in writing and shall be deemed given when sent either by certified mail or by facsimile with a confirmation copy sent by certified mail. If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided and any notice thereafter required to be given shall be sent by certified mail to such new address. A legal notice or any written notification given by the Provider to the County shall be considered by the Parties to have been given to the PSAP within the County.

CONTACTS FOR LEGAL NOTICES

COUNTY	PROVIDER
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name (Typed or Printed)	Gregory A. Maras <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name (Typed or Printed)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title	Corporate Secretary, Inland Cellular Telephone Company on behalf of (Eastern Sub RSA Limited Partnership/Washington RSA No. 8 Limited Partnership) <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Address	103 South Second Street, PO Box 688 Roslyn, WA 98941 <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Address
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Telephone Number	509-649-2500 <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Telephone Number

509-649-3300

Fax Number

Fax Number

CC: William J. Sill, Esq., Counsel
For Inland Cellular Telephone Company

Name (Typed or Printed)

Partner, Wilkinson Barker Knauer, LLP

Title

Wilkinson Barker Knauer, LLP
2300 N Street, NW Suite 700
Washington, DC 20037

Address

202-783-4141

Telephone Number

202-783-5851

Fax Number

6.0 INDEMNIFICATION AND HOLD HARMLESS.

Each party shall indemnify and hold harmless the other party, in connection with claims, losses, damages, liabilities, and law suits to the extent they arise from, or are alleged to arise from, the indemnifying party's negligent acts in connection with the indemnifying party's performance under this Agreement, or the indemnifying party's use of, or operation of, as the case may be, the service provided under this Agreement. This indemnity extends solely to claims and lawsuits for injuries to persons, death, or destruction of tangible property. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE OTHER PARTY.

7.0 EXCLUSION OF WARRANTIES.

Provider does not warrant that Phase I E911 Service will be free from interruption, disconnections, errors, or other out-of-service conditions. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A CONTRACT FOR THE PROVISION OF SERVICES AND THAT ANY GOODS PROVIDED HEREUNDER ARE ANCILLARY TO THE PROVISION OF THE REQUESTED SERVICES. WITH THE SOLE EXCEPTION OF ANY EXPRESS WRITTEN MANUFACTURER'S WARRANTY, WHICH MAY BE APPLICABLE TO PARTICULAR GOODS, ALL GOODS ARE PROVIDED "AS IS", THIS AGREEMENT EXCLUDES ALL WARRANTIES OF WHATEVER KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.0 LIMITATION OF LIABILITY.

PROVIDER AND VENDOR LIABILITY IS LIMITED PURSUANT TO WASHINGTON STATE LAW (WASH. REV. CODE §§ 38.52.550 and 80.04.010) AND FEDERAL LAW (including but not limited to, Section 4 of the Wireless Communications and Public Safety Act of 1999).

9.0 TERM.

This Agreement shall commence upon execution by both parties. The Agreement shall continue from year to year as a one-year, but shall in no event continue for more than five (5) consecutive years. The Agreement shall automatically renew for the next one-year term unless terminated in writing by either party within ninety (90) days of the Agreement term end date. This Agreement may also terminate earlier if a Service Agreement is signed between the County and Provider for the implementation of Phase II Wireless E911 Service or if terminated pursuant to the provisions of Section 10, "Default".

10.0 DEFAULT.

In the event that either party defaults in the performance of any obligation under this Agreement, the non-defaulting party will promptly notify the defaulting party. If such default is not cured and corrected within thirty (30) days (or such time as may be reasonable if so specified in the notice) of written notice thereof, then the non-defaulting party may immediately terminate this Agreement. If the Agreement is terminated prior to the Activation Date: a) the request for Phase I E911 Service will be deemed invalid; b) County will be required to provide a valid request prior to Provider taking further steps to implement Phase I E911 Service; and c) after Provider has received a valid request, Provider will send the new written terms and conditions to County under which Provider will provide Phase I E911 Service. If this Agreement is terminated after the Activation Date, Provider shall not cease providing Phase I E911 Service to County, however, Provider shall send the new written terms and conditions to County under which Provider will henceforth provide Phase I E911 Service.

11.0 DELAY OF ACTIVATION DATE.

The Parties agree, pursuant to 47 C.F.R. § 20.18(j)(5), that the Activation Date may be delayed if any of the following occurs: a) the PSAP or the LEC do not meet one or more of their respective milestones; b) if any third party, such as a Vendor of an ALI/DMS system provider, fails to complete its respective task or provide capabilities as promised; or, c) if any event described in Section 14.0 occurs. Any Party that is unable to meet one of its milestones, or becomes aware of an event that could cause it to miss a milestone, must immediately notify, in writing, the other Party. If a delay occurs, the Parties will continue to work collaboratively, in good faith and utilize reasonable efforts to minimize the duration of the delay. If a delay occurs that may result in the Activation Date being delayed, the Provider will so notify the County and the PSAP, in writing, and will provide the County and the PSAP with a good faith estimate of the new Activation Date. If the Activation Date is delayed, the Parties will work collaboratively and in good faith to minimize any additional delay to the Activation Date. In addition, if a delay of the Activation Date occurs, Provider will provide monthly updates of its progress and will notify County one month before Phase I E911 Service will be provided.

12.0 TERMINATION.

- 12.1 The County intends to continue the service provided under this Agreement for the entire term and to satisfy its obligations hereunder. The County shall continue to include in its budget request for each fiscal period appropriations or limitations sufficient to cover the County's obligations under this Agreement and will use all reasonable and lawful means and its best efforts to secure the appropriation of funds sufficient to make the payments becoming due in that fiscal period. The County reasonably believes that monies in amounts sufficient to discharge its obligations can and will lawfully be appropriated and made available for this

purpose. The Parties understand that the County is relying upon revenues raised by the E911 excise taxes established by RCW 82.14B.030(2) and (4) to cover, at least in part, Provider and County costs. If County cannot cover the costs of both the Provider and the County, Provider cost recovery may be reduced or terminated. The Parties acknowledge that if County no longer reasonably believes that it will have the monies necessary to construct and operate its Phase I E911 Service for the first year, County's request for Phase I E911 Service will be deemed to be withdrawn and no longer valid. In the event that in any subsequent year County concludes that it no longer reasonably believes that it will have monies necessary to cover County's cost, it shall so notify Provider in writing within ten (10) business days. This written notification shall detail the degree to which County's provision of Phase I E911 Service will be adversely effected or notify the Provider of the date that County will cease to provide E911 Service. Provider will work cooperatively with County to minimize the disruptions caused by changes in County's ability to provide Phase I E911 Service.

- 12.2 If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Agreement, the County or Provider may, upon written notice to the other party, terminate this Agreement in whole or in part pursuant to Section 10.

13.0 DISPUTE RESOLUTION.

All claims, regardless of legal theory, related directly or indirectly to this Agreement, whenever brought and whether between the Parties or between one of the parties to this Agreement and the employees, agents, or affiliated businesses of the other party, may be resolved by mediation or arbitration. Either party may request mediation or arbitration, but compliance with such request is not mandatory. The Parties agree to share equally the cost of the mediator and the mediation and each party shall bear its mediation costs. The Parties shall choose a mediator from a list of names produced by both parties of former judges or attorneys knowledgeable and experienced in the area of telecommunications or technology. Within ten days of receipt of such a list, each party shall notify the other indicating which individuals listed are acceptable as mediators. Counsel for the Parties shall agree on a mediator. Unless separately agreed to by the Parties in writing, such mediation or arbitration shall not be binding on either Party.

14.0 DELAY/FORCE MAJEURE.

Provider shall exercise reasonable efforts in performing services pursuant to this Agreement, but Provider shall not be liable for any delays resulting from circumstances beyond its control, including Acts of Third Parties and Acts of God. Acts of Third Parties include, but are not limited to, strikes or other labor disturbances, acts of civil or military authority, embargoes, acts of war or terrorism, delays in transportation and loss or damage to goods in transit. Acts of God shall include, but are not limited to, acts of nature, weather disturbances including hurricanes, earthquakes, fires, floods, storms, and epidemics. If any party is rendered unable, wholly or in part, by force majeure, to perform or comply with any obligation or condition of this Agreement then, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance and compliance and restore normal operations. In the event a party ceases to be excused pursuant to this provision and fails to perform its obligations under this Agreement, then the other party shall be entitled to exercise any remedies otherwise provided for in this Agreement, including termination for default.

15.0 GOVERNING LAW.

This Agreement shall be governed according to the laws of the State of Washington and applicable Federal Law. In the event Provider in good faith believes that a law or regulation of the State of Washington, or an interpretation of said law or regulation, would cause Provider to violate any of its obligations or responsibilities as a FCC licensee, it shall notify County. If County, in good faith, disagrees, County and Provider shall jointly request a declaratory ruling from the FCC to resolve said dispute. Until such time as the FCC acts on the declaratory ruling, County agrees not to apply said law or regulation to Provider's provision of Phase I E911 Service. The Parties agree to proceed on all other aspects of this Agreement

while waiting for a determination by the FCC. Jurisdiction and venue shall be in a court of competent jurisdiction in the County where the Phase I E911 Service is provided, subject to the provisions of WASH. REV. CODE §36.01.050.

16.0 ASSIGNMENT.

Neither this Agreement nor any rights hereunder in whole or in part shall be assignable or otherwise transferable by either party and the obligations contained in this Agreement shall survive and continue three (3) years after termination of this Agreement, provided, that either party may assign or transfer this Agreement and rights and obligations hereunder to any current or future Affiliates or successor company if such assignee agrees in writing to the terms and conditions herein. For purposes of this Agreement another corporation is an Affiliate of a party if: (a) such party is the owner of at least twenty-five percent (25%) of the outstanding voting shares (other than directors qualifying shares) or interests of such other corporations; (b) such other corporation owns the majority of the outstanding voting shares (other than directors qualifying shares) or interests of such party (such corporation being the parent); or (c) such parent of such party is the owner of at least twenty-five percent (25%) of the outstanding voting shares (other than directors qualifying shares) or interests of such corporation.

17.0 SEVERABILITY.

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect, unless such invalidity materially alters the nature of the obligations of either party hereto. Where possible, the Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid and unenforceable provision or to reform the agreement to the greatest extent possible to achieve the economic, legal and commercial objectives of this Agreement. No provision of the Agreement may be terminated, modified or waived except as set forth in a written agreement executed by authorized representatives of the Parties. No terms and conditions of any County purchase order or invoice shall be effective if they add to or conflict with this Agreement.

18.0 COST RECOVERY.

18.1 On April 3, 2002, the Washington State Legislature enacted House Bill 2595 ("Bill"), amending RCW 38.52.540 and RCW 82.14B.030 to authorize every county and the State each respectively to levy an excise tax to recover the costs of enhanced 911 service. See RCW 82.14B.030(2) and RCC 82.14B.030(4). A county must impose its own E911 excise tax at the maximum amount permitted pursuant to RCW 82.14B.030(2) before it is eligible to receive funds from the State's Enhanced 911 account. While the Bill creates the broad framework for the two funding sources, it deliberately leaves to the State Enhanced 911 Coordinator, in conjunction with the Enhanced 911 Advisory Committee, the responsibility of drafting rules to govern the manner in which the State funds would be disbursed to the counties. See RCW 38.52.540(3). These rules have been drafted, but not yet adopted.

18.2 Provider acknowledges that, at present, the County does not provide cost recovery for the Provider's costs of delivering Phase I E911 Service to the PSAP. For the purposes of this Agreement, the parties agree that the FCC's letter of May 9, 2001 ("FCC Letter"), in response to a letter from King County on May 25, 2000, defines the Provider's cost responsibilities thusly: The costs of hardware and software components and functionalities that precede the E911 Tandem/Selective Router, the trunks from the Provider's MSC to the E911 Tandem/Selective Router, input to the E911 Tandem/Selective Router, database, and any other components necessary for the delivery of Phase I E911 Service. Provider agrees to cover these costs of

delivering Phase I E911 Service to the County until such time as the Provider receives reimbursement from the State and/or the County.

18.3 For purposes of this Agreement, the Parties agree that the FCC's Letter defines the County's cost responsibilities thusly: The costs of maintaining and/or upgrading the E911 components and functionalities beyond the input to the E911 Tandem/Selective Router, including the E911 Tandem/Selective Router itself, the trunks between the E911 Tandem/Selective Router and the PSAP, the ALI Database, and the PSAP customer premises equipment.

18.4 Provider and County agree to abide by any subsequent final Order of the FCC regarding cost recovery obligations unless the Parties mutually agree, in writing, otherwise.

18.5 To the extent that the County receives funding from the Enhanced 911 Account from the State of Washington pursuant to RCW 38.52.540 for Phase I E911 Service, County shall reimburse Provider's Phase I E911 Service costs pursuant to a flat rate per subscriber charge ("Phase I E911 Reimbursement Charge"). The Phase I E911 Reimbursement Charge is specified in Exhibit B herein. The amount due to Provider will be calculated by multiplying the flat rate per subscriber charge by the number of Provider's subscribers that are within the County. The County will reimburse Provider on a monthly basis. County will, on a yearly basis, notify Provider of any prospective change to the Phase I E911 Reimbursement Charge. The County will notify Provider in writing of any change to the Phase I E911 Reimbursement Charge and state the effective date of such change, with the effective date to be at least six (6) months after said notification. After the effective date, the notification will constitute an amendment to Exhibit B.

19.0 ENTIRE AGREEMENT.

This Agreement represents the entire agreement between the Parties, is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior agreement, understanding, or representation between the Parties with respect thereto, whether written or oral.

20.0 EXECUTION.

This Agreement shall become effective upon execution by both parties.

21.0 EXHIBITS.

The Exhibits attached to and hereby incorporated into this Agreement are:

EXHIBIT A: Phase I E9-1-1 Targeted Completion Dates (Exhibit A to be provided by Provider)

EXHIBIT B: Phase I E911 Reimbursement Charge (Exhibit B to be provided by County)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

____ COUNTY

INLAND CELLULAR TELEPHONE COMPANY
on behalf of Eastern Sub-RSA Limited
Partnership/Washington RSA No. 8 Limited Partnership

Signature

Signature

Name (Typed or Printed)

Name (Typed or Printed)

September 11, 2003

Title

Title

Date

Date

Approved as to Form Only:

_____ County Deputy Prosecuting Attorney

Signature

Name (Typed or Printed)

Date

EXHIBIT B

PHASE I SERVICE RATES AND PAYMENT SCHEDULE

The Phase I service rate shall be the rate established by the State E911 Office. The rate shall be established on an annual basis each year, and the new rate shall become effective on July 1st of each year, and shall remain in effect through June 30th of the following year.